

**ITEL**

RECORDATION NO. 9049-1 Filed 1425

APR 12 1979 - 3 50 PM

April 11, 1979

INTERSTATE COMMERCE COMMISSION

Honorable H.G. Homme, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

**Rail Lease Division**

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-0123  
Telex 34234

9-102A245

Date APR 12 1979

Fee \$ 10.00

ICC Washington, D. C.

Dear Sir:

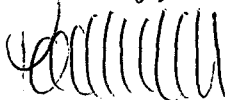
Enclosed for filing with and recording by the Interstate Commerce Commission are one original, three counterparts and one photocopy of the First Amendment, Equipment Schedules No. 5,6, and 7 and Riders No. 4,5 and 6 (dated as of November 29, 1978) to that certain Lease Agreement dated June 14, 1977, between ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California 94111 and the Arkansas & Louisiana Missouri Railway Company, PO Box 1653, Monroe, Louisiana 71201.

These documents concern the cars numbered ALM 1250-1349, 1600-1699 and 1700-1799, all inclusive. The foregoing Lease Agreement was filed with the Interstate Commerce Commission on October 21, 1977 at 1:05 pm and assigned the Recordation number 9049.

Also enclosed is our check in the amount of \$70., payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwartz, Esq. of Sullivan and Worcester, who will be delivering this letter on our behalf.

Sincerely,



Paul Willard  
Counsel

enclosures  
PW/ac

FEE OPERATION BR.  
I.C.C.

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ALM

*Consent to Amend Proposed*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

4/12/79

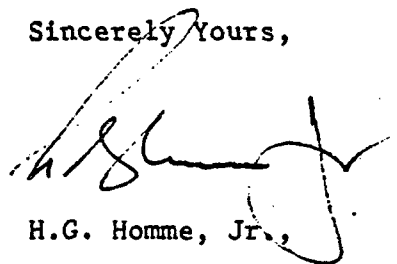
OFFICE OF THE SECRETARY

Paul M. Willard  
Itel Corp. Rail Lease Div.  
Two Embarcadero Center  
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 4/12/79 at 3:50pm ,  
and assigned recordation number(s) 9049-I

Sincerely Yours,



H.G. Homme, Jr.,  
Secretary

Enclosure(s)

SE-30-T  
(2/78)

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INTERSTATE COMMERCE COMMISSION

First Amendment dated as of November 29, 1978, between Itel Corporation, Rail Division, ("Itel Rail") successor in interest to SSI Rail Corporation ("SSI"), and the Arkansas & Louisiana Missouri Railway Company, a Louisiana Corporation ("Lessee").

WITNESSETH

WHEREAS, Itel Rail and Lessee are parties to a lease dated as of June 14, 1977 (the "Agreement") pursuant to which Itel Rail has delivered 350 items of equipment called collectively the "Cars" and

WHEREAS, the Agreement with respect to the Cars described on Equipment Schedule Number 4 was assigned to Bankers Trust Company under a lease assignment dated as of December 20, 1978, recorded at the Interstate Commerce Commission on December 21, 1978 under Recordation No. 9049-H.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the same defined meanings when used in this First Amendment.
2. This First Amendment shall be effective as of November 29, 1978, and paragraphs 3 and 4 hereof shall apply only to payments earned subsequent to December 31, 1978.
3. Section 6A(i) to the Agreement is hereby amended so that the number "89.25 per cent" shall be substituted for the number "90 per cent" each time it appears.
4. Subsection 6A(ii) to the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

6A(ii) In the event utilization exceeds 89.25 per cent in any calendar year, Itel Rail shall receive an amount equal to the Itel Rail Base Rental. For the purpose hereof, Itel Rail Base Rental shall be an amount equal to the total Payments for a calendar year multiplied by a fraction, the numerator of which is 89.25 per cent and the denominator of which is the Utilization for such a calendar year. (The above determination of Itel Rail Base Rental insures that Lessee will, if Utilization is greater than 89.25 per cent in any calendar year, receive all of the Payments made by other railroads for use or handling of the Cars in excess of the Itel Rail Base Rental.)

5. In the event demurrage charges in excess of \$10.00 per day are ever refunded to the owners of the Cars as directed by ICC order, then these charges are to be paid to Lessee and not included in the Payments towards the Itel Rail Base Rental.

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6. For the Cars delivered to Lessee subsequent to November 29, 1978, Section 3A shall be changed so that "initial loading" shall mean the first loading of freight on the railroad line of Lessee, provided, however, if the initial loading has not occurred within sixty days of the date such Cars have been delivered to IteI Rail at the manufacturer's facility, initial loading shall be deemed to have occurred effective on the sixty-first day following such delivery of each Car to IteI Rail.
7. The Cars described on Equipment Schedules Number 5 and 6 will be for 1979 delivery subject to normal manufacturer's delivery schedules. The Cars described on Equipment Schedule Number 7 will be delivered to Lessee at a time specified by IteI Rail and agreed upon in writing by Lessee, notwithstanding Section 3C of the Agreement.
8. The lease terms of the Cars described on Equipment Schedules numbered 1, 2, 3, and 4 shall be extended as of January 1, 1979 to the later of the following dates: (1) the termination date of the initial lease term described in the Agreement for Equipment Schedules numbered 1, 2, 3, and 4; or (2) December 31, 1993.
9. Section 6C to the Agreement is hereby amended so that the number "89.25 per cent" shall be substituted for the number "90 per cent" each time it appears.
10. All other Terms and Conditions of the Agreement remain the same.

IteI Corporation, Rail Division

Arkansas & Louisiana Missouri Railway Co.

By: 

By: 

Title: President Rail Lease

Title: **President**

Date: April 10, 1979

Date: **MAR 1 1979**